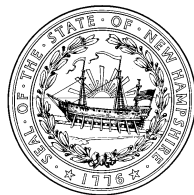


NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

REQUEST FOR PROPOSAL



NHDOC 11-04-GFADM

In-State Incarceration of State-Sentenced Female Offenders

ISSUE DATE: February 18, 2011

TABLE OF CONTENTS

Section A: Terms, Conditions and Procedures for Submitting Proposals

1.	Brief Description:	1
2.	Performance Period:	2
3.	Vendor Conference:	2
4.	Facility Tours:	2
5.	Proposal Inquiries:	2
6.	Last Date for Vendor Inquires:	2
7.	Last Date for Letter of Intent:	2
8.	Specifications:	2
9.	Proposal/Format Submission:	2-3
10.	Submission Criteria:	3
11.	Document Alterations/Changes/Omissions:	3
12.	Evaluation Criteria/Procedure:	3
13.	Other Contractual Documents:	3
14.	Labeling and Addressing the Proposal for Submission:	3
15.	Cancellation:	4
16.	Financial Commitment:	4
17.	Rejection of Proposals:	4
18.	Other Remedies for “Technically Non-Compliant” Proposals:	4
19.	Addendum(s) and/or Amendment(s) to, or Withdrawal of RFP:	4
20.	Proposal Submission:	4-5
21.	Competition:	5
22.	Collusion:	5
23.	Disclosure of Sealed Proposal:	5
24.	Oral Presentation:	5
25.	Terms of Submission:	5
26.	Vendor Responsibility:	5
27.	Evaluation of Proposals/Award of Contract:	5
28.	Liability:	5
29.	Best Interest of the State:	6
30.	Cover Letter Written Narrative Criteria:	6
31.	Proposal Review and Evaluation Criteria:	7
32.	Scoring of Evaluation Criteria:	7
33.	Schedule of Events (Timetable):	8
34.	Award of a Contract:	8
35.	Special Notes:	8
36.	Proposal Cover Sheet:	9
37.	Proposal Check Sheet:	10-11

Section B: Scope of Services, Exhibit A

38.	Purpose:	12
39.	Terms of Contract:	12
40.	Description of Services:	2-15
41.	Location of Services:	15
42.	Average Projected Inmate Population:	15
43.	General Service Provisions:	15-17

44.	Other Contract Provisions:	17
45.	Bankruptcy or Insolvency Proceeding Notification:	17
46.	Embodiment of the Contract:	17
47.	Cancellation of Contract:	18
48.	Vendor Transition:	18
49.	Audit Requirement:	18
50.	Additional Items/Locations:	18
51.	Information:	18
52.	Special Notes:	18-19

Section C: Estimated Budget/Method of Payment, Exhibit B

53.	Signature Page:	20
54.	Estimated Budget:	21
55.	Method of Payment:	21

Section D: Special Provisions, Exhibit C:22

Section E: Letter of Intent:23



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION**

**P.O. BOX 1806
CONCORD, NH 03302-1806**

**603-271-5610 FAX: 603-271-5639
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**William L. Wrenn
Commissioner**

**Bob Mullen
Director**

February 18, 2011

**Request for Proposal (RFP)
Terms and Conditions**

Re: RFP Title: **In-State Incarceration of State-Sentenced Female Offenders**

RFP Number: NHDOC 11-04-GFADM

RFP Due Date: April 8, 2011, no later than 2:00PM, EST

RFP Facility: NH State Prison for Women (NHSP-W), Goffstown, NH

NH Department of Corrections Mission Statement: *Our Mission is to provide a safe, secure, and humane correctional system through effective supervision and appropriate treatment of offenders, and a continuum of services that promote successful re-entry into society for the safety of our citizens and in support of crime victims.*

This mission is supported through contracts with non-profit corporations; public corporations; public agencies (agency or department of municipal, county or state government); or by private proprietorships, partnerships, or corporations; or a consortium of public, non-profit, and private entities, that are awarded contracts through the State of New Hampshire Request for Proposals process. These entities are herein after known as the "Vendor," "Contractor" or "Bidder."

SECTION A: Terms, Conditions and Procedures for Submitting Proposals

1. Brief Description:

Attached is a Request for Proposal and Contract format for the provision of confinement and supervision for up to thirty-five (35) In-State Incarceration of State-Sentenced Female Offenders for the New Hampshire Department of Corrections (herein known as the "NHDOC," "State," "Corrections" or "Department").

The NH Department of Corrections is committed to providing safe, secure and humane correctional custody of all offenders (herein known as "inmates") remanded to its care. The NH State Prison for Women (NHSP-W) is dedicated to providing gender specific opportunities for self-improvement for each inmate. With an increasing number of women being sentenced to State incarceration, the current physical environment is being taxed. In an effort to maintain the high standard of custody and program service delivery to include education, substance abuse, psychiatric and health services, the NH Department of Corrections seeks to place appropriate inmates in other correctional facilities.

Vendor Initials: _____

Request for Proposals (RFP)
Terms and Conditions

2. Performance Period:

A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning July 1, 2011 through June 30, 2013 with an option to renew for two (2) additional periods of up to one (1) year each subject to the approval by the Commissioner of the NH Department of Corrections and the Governor and Executive Council (G&C) of the State of New Hampshire.

3. Vendor Conference: (NOT APPLICABLE)

4. Facility Tours: (NOT APPLICABLE)

5. Proposal Inquiries:

An individual who is authorized to commit the organization to provide the services necessary to meet the requirements of this RFP must submit all inquiries.

- 5.1. Inquires shall be received no later than 2:00PM EST on February 25, 2011.
- 5.2. Answers to all written inquiries received will be posted on the NH Department of Corrections website: <http://www.nh.gov/nhd/doc/business/rfp.html> on or prior to March 4, 2011.
- 5.3. All inquiries concerning this RFP shall be made in writing, citing the RFP Title, RFP Number, Page, Section and Paragraph submitted to:

NH Department of Corrections NH State Prison for Women Warden 317 Mast Road Goffstown, NH 03045 Tel (603) 668-6137 Fax (603) 668-7109 jfortier@nhd.doc.state.nh.us

6. Last Date for Vendor Inquiries:

Inquiries shall be received no later than 2:00PM EST, on February 25, 2011. Inquiries received after this date and time shall be addressed only if they are deemed by the NH Department of Corrections to be critical to the competitive bid process. An official written answer shall be posted on the NH Department of Corrections website to all questions meeting these requirements.

7. Last Date for Letter of Intent:

Letter of Intent to Bid shall be received no later than 10:00AM EST, on March 11, 2011 and is located as the last page of this RFP.

8. Specifications:

Vendors must submit proposals as specified. Vendors shall be notified in writing if any changes to proposal specifications are made. Verbal agreements or instructions from any source are not authorized.

9. Proposal/Format Submissions:

- 9.1. Please submit **one (1) original** complete proposal, to include the Terms and Conditions pages, signed and initialed as appropriate on each page in **blue ink**. **The original copy shall be typed or clearly printed in black ink**. All corrections **shall be initialed** by the Contract signatory.

Vendor Initials: _____

Request for Proposals (RFP)
Terms and Conditions

- 9.2. In addition, submit **two (2) photocopies**, fully executed, and **one (1) CD** of the proposal.
- 9.3. Proposals that are not complete or unsigned shall be considered "technically non-compliant."
- 9.4. Proposals received after the deadline shall be considered "technically non-responsive." The prospective Vendor shall be so notified by the NH Department of Corrections and the proposal shall be sent back to the prospective Vendor unopened and unevaluated.
- 9.5. Proposals **must be sealed** or they shall not be accepted.
- 9.6. **Do not three-hole punch, staple or bound** any part of the proposals. **Do not use three (3) ring binders** for any part of the proposals.
- 9.7. **Please use only binder clips to secure and/or separate sections of the proposals.**
- 9.8. **Sealed proposals shall follow the sequence of the Proposal Check Sheet.**
- 9.9. Absence of any documentation identified in the Proposal Check Sheet may be considered "technically non-compliant."
- 9.10. Proposals shall be submitted by the prospective Vendor and received by the NH Department of Corrections no later than 2:00PM, EST on April 8, 2011 to be considered.
- 9.11. Contract signatory **MUST** initial the bottom right hand corner of each page of their proposal or they shall not be accepted.
- 9.12. All corrections shall be initialed by the prospective Contract signatory; correction tape or white out shall not be used on any RFP and Contract documents.

10. Submission Criteria:

Proposals that are not complete or unsigned shall not be considered. Any sealed proposal received after the deadline shall be considered "technically non-responsive" and the Vendor will be so notified by the NH Department of Corrections.

11. Document Alterations/Changes/Omissions:

It is unlawful to make any alterations to the text or format of this document, or the text or format of any addendum, or attachment to this document. A signature on the Cover Sheet of the person authorized to legally bind the Vendor to the terms of this RFP signifies that no alterations have been made to the original text or format of this RFP. Any alterations either electronic or digital made to the original text of this document may result in the proposal being considered "technically non-compliant."

12. Evaluation Criteria/Procedure:

- 12.1. Proposals shall be subject to a procedural review by the Contract Administrator prior to any other evaluation review to ensure the proposals submitted:
 - 12.1.1. conforms to instructions and format contained within the RFP;
 - 12.1.2. is properly executed and complete; and
 - 12.1.3. contains all required supporting documentation.

13. Other Contractual Documents Provided by the NH Department of Corrections:

The State Long Form Contract, form P-37, version 1/09, the Alternate W-4 and the Certificates of Vote/Authority and Municipalities (Government entities only) are located as a separate link on the New Hampshire Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html>

14. Labeling and Addressing the Proposal for Submission:

Please clearly mark the outside of your envelope **In-State Incarceration of State-Sentenced Female Offenders NHDOC 11-04-GFADM**. Proposals shall be received by the Contract Administrator, P.O. Box 1806, Concord, NH 03302-1806 or hand delivered to Room 324, on the third (3rd) floor of the Main Building of the Governor Gallen State Complex, 105 Pleasant Street, Concord, NH, 03301 no later than **April 8, 2011 at 2:00PM EST**, to be considered.

Vendor Initials: _____

Request for Proposals (RFP)
Terms and Conditions

15. Cancellation:

The NH Department of Corrections reserves the right to accept or reject any or all proposals and to cancel this RFP in whole or in part upon written or published notice of intent to do so.

16. Financial Commitment:

Financial commitment by the NH Department of Corrections shall not occur until such time as the Governor and Executive Council of the State of New Hampshire approve a Contract. Financial responsibility for the preparation of proposals is the sole responsibility of the Vendor.

17. Rejection of Proposals:

- 17.1. Proposals may be rejected at any time at the discretion of the Director of Administration if the Vendor:
 - 17.1.1. has any interest that shall, in the sole discretion of NH Department of Corrections, conflict with performance of services for the State;
 - 17.1.2. fails to demonstrate to the satisfaction of NH Department of Corrections that it is in sound financial condition;
 - 17.1.3. fails to make an oral presentation if requested by NH Department of Corrections at a time, place and in a manner satisfactory to NH Department of Corrections; and
 - 17.1.4. fails to reach agreement with NH Department of Corrections on any and all Contract terms.

18. Other Remedies for “Technically Non-Compliant” Proposals:

- 18.1. The NH Department of Corrections, in its sole discretion, may determine that non-compliance with any RFP requirement is insubstantial. In such cases the NH Department of Corrections may:
 - 18.1.1. seek clarification;
 - 18.1.2. allow the Vendor to make corrections; or
 - 18.1.3. apply a combination of the two remedies.

19. Addendum(s) and/or Amendment(s) to, or Withdrawal of the RFP:

- 19.1. If the NH Department of Corrections decides to amend or clarify any part of this RFP, a written amendment shall be provided to all Vendors on the NH Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html>.
- 19.2. The NH Department of Corrections, at its discretion, may amend the RFP at any time prior to the award of a Contract and/or terminate this procurement in whole or in part at any time.
- 19.3. The NH Department of Corrections at its discretion may request clarification from a Vendor of a proposal submitted.
- 19.4. Whereas the Department may modify the RFP and as a result of a modification the Department believes that Vendors will not have enough time to effect changes necessary to their proposal(s) prior to the Proposal Due date listed in Table 33.1., the Department may postpone the Proposal Due date for a period of up to thirty (30) days in the best interest of the State and/or to allow for fairness in the competitive bidding process. Notice of this postponement shall be posted on the NH Department of Corrections website with the RFP prior to the Proposal Due Date listed in this RFP.

20. Proposal Submission:

- 20.1. Prospective Vendors shall comply with instructions as specified in the Terms and Conditions of the RFP, submit all documents with the Proposal as identified in the Proposal Check Sheet, and ensure sealed offers are received by the date, time and location identified herein.

Vendor Initials: _____

Request for Proposals (RFP)
Terms and Conditions

20.2. The Vendor is cautioned that their proposal shall be subject to acceptance by the NH Department of Corrections without further clarification.

21. Competition:

The NH Department of Corrections encourages free and open competition among Vendors. Proposal specifications and conditions are designed to accomplish this objective, consistent with the NH Department of Corrections needs and guidelines.

22. Collusion:

The Vendor's signature on a proposal submitted in response to this RFP guarantees that the prices quoted have been established without collusion with other eligible Vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive proposal.

23. Disclosure of Sealed Proposal:

A Vendor's disclosure or distribution of proposals other than to the NH Department of Corrections shall be grounds for disqualification.

24. Oral Presentation:

Prior to the determination of the award, a Vendor may be required to make an oral presentation to clarify any portion of their response or to describe how the service requirements shall be accomplished. Vendor finalists may be asked to conduct the presentation at a time period designated by the NH Department of Corrections.

25. Terms of Submission:

All material received in response to this RFP shall become the property of the NH Department of Corrections and shall not be returned to the Vendor. Regardless of the Vendor selected, the NH Department of Corrections reserves the right to use any information presented in a proposal. The proposal content that makes up the Vendor's awarded Contract shall become public information upon approval of the Governor and Executive Council of the State of New Hampshire.

26. Vendor Responsibility:

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the RFP, their proposal and any resulting Contract and any renewal Contracts thereof.

27. Evaluation of Proposals and Award of Contract:

- 27.1. The NH Department of Corrections has approved this RFP for issuance. The RFP process is a procurement option allowing the NH Department of Corrections to award a Contract based upon the evaluation criteria established by the NH Department of Corrections.
- 27.2. Evaluation of proposals shall be based on evaluation criteria established by the NH Department of Corrections.
- 27.3. The NH Department of Corrections, may, upon determining that no satisfactory responses to this RFP have been received for these services, negotiate with a successful applicant for a related service to include this particular service as part of the service package and/or issue another RFP for this particular service.
- 27.4. Upon review by the NH Department of Corrections and approval by the Governor and Executive Council, the signed Contract shall become valid.

28. Liability:

The NH Department of Corrections shall not be held liable for any costs incurred by the Vendor in the preparation of their proposal, or for work performed prior to Contract issuance.

Vendor Initials: _____

Request for Proposals (RFP)
Terms and Conditions

29. Best Interest of the State:

If the NH Department of Corrections determines it is in the best interest of the State, it may seek a “*BEST AND FINAL OFFER*” from Vendors submitting acceptable and/or potentially acceptable proposals.

- 29.1. The “*BEST AND FINAL OFFER*” would provide all Vendors originally responding to the RFP the opportunity to amend or change its original proposal(s) to make it more acceptable to the State. The NH Department of Corrections reserves the right to exercise this option.
- 29.2. The “*BEST AND FINAL OFFER*” shall provide the NH Department of Corrections the opportunity to modify volume indicators, if applicable, identified in Exhibit B of the RFP. Such request of the New Hampshire Department of Corrections would provide the Vendor(s) the opportunity to amend or change its original proposal to make it more acceptable to the State. The NH Department of Corrections reserves the right to exercise this option.

30. Cover Letter Written Narrative Criteria:

- 30.1. For the purpose of the this RFP, the NH Department of Corrections is seeking prospective Vendors to establish a Contract for In-State Incarceration of State Sentenced Female Offenders Services for the time period as identified in Section Two (2), Performance Period, Terms and Conditions of this RFP. It is important that the prospective Vendors demonstrate a sound presence in the market, capability and skill to provide requested services, and long term viability judged by financial stability.
- 30.2. Prospective Vendors shall provide a concise two (2) to three (3) page written narrative in the form of a Cover Letter, on the organizations letter head, identifying the following information: Ability to Provide Services, Organizational Resources and Capability and Financial Stability.

30.2.1. Ability to Provide Services:

- ability to provide immediate services upon an approved Contract by the Governor and Executive Council;
- credentials and correctional experience demonstrated through qualifications/ licensures/certifications of employees and/or the organization who will providing requested services.

30.2.2. Organizational Resources and Capability and Financial Stability:

- description of organizational resources and capability. Evidence demonstrating that your organization possesses adequate organizational resources and capability to meet consumer demand. Evidence may include, but is not limited to: implementation plan, staffing resources, health services and programming as it relates to the scope of services requested outlined in this RFP, operation and quality controls. Evidence demonstrating your organization’s history, mission, size, ownership and structure (Corporation, LLC, Sole Proprietor, Non-Profit, Government entity and et cetera);
- demonstrate financial stability by providing financial statements, preferably audited, for two (2) consecutive years and copies of any quarterly financial statements prepared since the end of the period reported by your most recent annual report. Acceptable financial verification must include one (1) of the following, below; please check the appropriate option.

Check	Description
<input type="checkbox"/>	a copy of the organization’s most recent full set of financial statements
<input type="checkbox"/>	a copy of the organization’s audited set of financial statements from an independent CPA firm

Vendor Initials: _____

Request for Proposals (RFP)
Terms and Conditions

31. Proposal Review and Evaluation Criteria:

- 31.1. The NH Department of Corrections shall conduct an objective review of the proposal(s) received in response to this RFP process. The evaluation will be based on the demonstrated capabilities of the prospective Vendor in relation to the needs of the services to be provided as set forth in this RFP.
- 31.2. Proposals shall be evaluated based upon the proven ability of the Vendor to satisfy the requirements of this request in a cost-effective manner taken in consideration of the following:
 - 31.2.1. Cost (lowest daily per diem rate);
 - 31.2.2. Proximity to the NH Department of Correctional facilities;
 - 31.2.3. Capacity (ability to meet the NH Department of Corrections capacity needs);
 - 31.2.4. Medical and Programming Services (ability to meet the NH Department of Corrections description of services as specified in the Scope of Services, Exhibit A, section 3.4-3.6);
 - 31.2.5. Financial Stability
- 31.3. References shall be submitted. Please provide up to five (5) references from the past two (2) years. The Vendor shall grant the NH Department of Corrections to contact the references upon submission of reference information. Please provide the following information for each reference:
 - 31.3.1. Name and address of organization;
 - 31.3.2. Name, title, e-mail address and telephone and fax number of contact person; and
 - 31.3.3. Website address and performance period.
- 31.4. The NH Department of Corrections reserves the right to accept or reject any proposal and to waive any minor irregularities in any proposal.
- 31.5. The points per category below, Section 32.1., Table of Scoring Criteria, are listed in no particular weighted order.

32. Scoring of Evaluation Criteria:

- 32.1. Table of Scoring Criteria:

Category	Total Points Per Category
Estimated Cost: (40 points)	40
32.1.1. Lowest Daily per Diem Rate (Cost) per Offender	
Proximity to NH Department of Corrections facilities: (10 points)	10
Ability to Provide Capacity Demands: (20 points)	20
Ability to Provide Services: (20 points)	20
32.1.2. Medical and Dental Services (10 points) 32.1.3. Programming (10 points)	
Financial Stability: (10 points)	10
Total of all Categories	100

Note: The Financial Stability of contracted Vendor is of great importance to New Hampshire Department of Corrections. A Vendor's proposal that does not score 8 out of 10 points upon evaluation for the Financial Stability section may be required to provide further financial information for the possibility of making their score satisfactory. In the event that the information provided does not satisfy the Department the NHDOC shall, at its own discretion, remove the Vendor from the RFP and Contract procurement process in the best interest of the State. (See Item 30: "Cover Letter Written Narrative Criteria" herein for specifications).

Vendor Initials: _____

Request for Proposals (RFP)
Terms and Conditions

33. Schedule of Events (Timetable):

33.1. Table of Events and Important Dates:

Event #	Description of Event	Date of Event
1	RFP Issued	February 18, 2011
2	Written Inquiries Due	February 25, 2011
3	DOC Posts Answers to Inquiries	March 4, 2011
4	RSVP Letter of Intent to Bid	March 11, 2011
5	Proposals Due	April 8, 2011
6	Best & Final Offer	If Necessary
7	Contract Finalization	April/May 2011
8	Anticipated Approval by the Governor and Executive Council	June 2011
9	Expected Services Start Date	July 1, 2011

Note: The above Table of Events and Important Dates may be altered at any time by the Department with the exception of No. 5.: "Proposals Due." The Vendor's Proposals Due date cannot be changed in order to maintain the integrity of the public Contract procurement process of the State of NH except for the reasons as stated in section - 19.4. , Terms and Conditions of this RFP.

34. Award of a Contract:

- 34.1. A Contract award will be made to the bidder whose proposal is determined to be the most advantageous to the State, taking into consideration the lowest daily per diem rate per offender, proximity to the NHDOC facilities, ability to meet capacity, ability to provide services and the organization's financial stability.

35. Special Notes:

- 35.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 35.2. The NH Department of Corrections reserves the right to accept or reject any or all proposals and to waive any minor irregularities in any proposal, and to cancel this RFP in whole or in part upon written or published notice of intent to do so.
- 35.3. The solicitation of the Request for Proposal shall not commit the NH Department of Corrections to award a Contract.

The remainder of this page is intentionally blank.

Vendor Initials: _____

PROPOSAL FOR: The provision of **In-State Incarceration of State-Sentenced Female Offenders** for the NH Department of Corrections from the location listed in Exhibit A. This section is for the purpose of ensuring that the Vendor has included all the required information to submit a Proposal.

RFP NUMBER: NHD0C (11-04-GFADM)

COUNTY: _____

BIDDERS DAILY PER DIEM RATE PER OFFENDER: _____

PLEASE TYPE OR CLEARLY PRINT IN THE SPACES PROVIDED BELOW.

OFFER: The undersigned hereby proposes to furnish to the STATE OF NEW HAMPSHIRE, the services as described in the PROPOSAL in accordance with the specifications contained herein. The signer of the Vendor below signifies the assent of the Vendor to all of the Terms and Conditions of this RFP.

1. **VENDOR:** _____
Name of Organization (As written on the Certificate of Good Standing)

2. **ADDRESS:** _____
Street Address (Physical Address of the Organization - NO PO Box #'s)

City or Town State Zip Code

3. **SIGNATURE:** _____ **INITIALS:** _____

4. **DATE SIGNED:** _____

5. **TITLE OF SIGNATORY:** (Title of signatory) _____

6. **NAME OF SIGNATORY:** (Name of signatory) _____

7. **CONTACT PERSON:** (Contact person if different from signatory) _____

8. **TELEPHONE:** (Telephone number of contact person) _____

9. **E-MAIL:** (E-mail of contact person) _____

10. **FAX:** (Fax number of contact person) _____

Vendor Initials: _____

FORMAT FOR SUBMISSION: Please submit one (1) original complete proposal signed in **blue ink**. ***This original copy must be typed or clearly printed in black ink.*** Submit two (2) copies of the original Proposal and one (1) CD. All corrections shall be initialed by the Contract signatory. Proposals that are not completed or unsigned may be considered “technically non-compliant.” Any proposal(s) received after the deadline may be considered “technically non-responsive.” Proposals must be sealed or they shall not be accepted. Vendors **MUST** initial the bottom corner of each page of their Proposal. Proposal format for submission shall follow the criteria under Terms and Conditions, Section Nine, Proposal/Format Submission.

If interested in submitting a proposal for these services, please fully complete, execute and return the following documentation in the sequence below:

- ☐ Cover Page:
 - Title of RFP;
 - RFP Number;
 - Vendor’s Organizational Name;
 - Submission Date.
- ☐ Cover Letter (see criteria, section 30. Within the RFP);
- ☐ Proposal Cover Sheet (please use the previous page for this document);
- ☐ Request for Proposal, Terms and Conditions;
- ☐ Contract Form P-37, version 1/09 ([P-37 Document](#)):
 - Please fully execute: Items 1.3, 1.4, 1.5, 1.11, and 1.12, in front of a Notary Public or Justice of the Peace and have them fill out Items 1.13, 1.13.1, and 1.13.2;
 - Note: THE NAME OF THE VENDOR’S ORGANIZATION SHALL BE WRITTEN ON THE P-37 AS FOUND ON THE CERTIFICATE OF GOOD STANDING (ISSUED BY THE NH SECRETARY OF STATES OFFICE) TO INCLUDE D/B/A NAMES OF THE ORGANIZATION, IF APPLICABLE.
- ☐ Exhibit A – Scope of Services;
- ☐ Exhibit B – Estimated Budget;
- ☐ Exhibit C – Special Provisions;
- ☐ Certificate of Good Standing (NOT APPLICABLE FOR GOVERNMENT ENTITIES); **not included herein; see instructions on next page**;
- ☐ Certificate of Authority (execute and submit only the one that applies to your entity): ([Attachment 4 Corp w/ Seal](#), [Attachment 4a Corp w/o Seal](#), [Attachment 4b Partnership](#), [Attachment 4c Sole Proprietor](#))
 - Note: THE NAME OF THE VENDOR’S ORGANIZATION MUST BE WRITTEN ON THE CERTIFICATE OF AUTHORITY AS FOUND ON THE CERTIFICATE OF GOOD STANDING TO INCLUDE D/B/A NAMES OF THE ORGANIZATION, IF APPLICABLE.
 - Note: MUNICIPALITIES (GOVERNMENT ENTITIES ONLY) Execute the Certificate of Municipalities: ([Certificate of Municipalities](#))
- ☐ Certificate of Insurance (**not included herein; see instructions on next page**)
 - Note: THE NAME OF THE ORGANIZATION TO INCLUDE DBA NAMES, IF APPLICABLE, AS FOUND ON THE CERTIFICATE OF GOOD STANDING AND ADDRESS OF THE VENDOR’S ORGANIZATION MUST BE IDENTIFIED IN THE INSURED SECTION OF THE CERTIFICATE OF LIABILITY INSURANCE DOCUMENT.
- ☐ Comprehensive General Liability Insurance Acknowledgement Form – ([Comprehensive General Liability Insurance Acknowledgement Form](#));
- ☐ Attachment – Alternate W-9 Form ([W-9 Document](#));
- ☐ List of Board of Directors and Addresses (NON-PROFIT ORGANIZATIONS ONLY);
- ☐ List of Key Personnel and Salaries (NON-PROFIT ORGANIZATIONS ONLY);
- ☐ Resumes or Job Descriptions of all Personnel involved with administering programs (NON-PROFIT ORGANIZATIONS ONLY);
- ☐ Statement of Financial Stability; and
- ☐ References.

Vendor Initials: _____

All documentation listed above is necessary for the successful completion and submission of Proposals. All attachments are located on the following webpage: <http://www.nh.gov/nhdoc/business/rfp.html> under the heading **“TOOLS AND RESOURCES FOR BIDDERS.”** (Direct link to above document web page: <http://www.nh.gov/nhdoc/business/RFPBiddingTools.htm>).

OTHER NECESSARY FORMS (Not included on the above web page, must also be provided by the Vendor):

- ❑ **Certificate of Good Standing (NOT INCLUDED HEREIN, must be provided by Vendor):** In order to obtain a Certificate, write directly to the Secretary of State, Corporate Division, State House Annex, Room 341, 25 Capital Street, 3rd Fl, Concord, NH 03301 or visit the Secretary of States Office in person. Requests must include the complete name of the company as it is registered with the Office of the Secretary of State and a check for (CALL FOR FEES) made payable to the State of New Hampshire. **If you wish to visit the Secretary of States Office in person, you must bring exact change for each Certificate of Good Standing document requested.** In the event that you need to expedite the request, you may fax the request to (603) 271-3246 or go in person to request a copy and you will be billed (CALL FOR FEES) for the expedited service. Include your mailing address, corresponding check number, telephone and fax numbers. You will receive a fax of the Certificate in addition to a mailed copy.
- ❑ **Certificate of Insurance (NOT INCLUDED HEREIN, must be provided by Vendor):** You must contact your Insurance provider and follow their processes to get this form **pursuant to section 14 and 15 of the State Long Form Contract** (Link: [P-37 Document](#)). The NH Department of Corrections, PO Box 1806, Concord, NH, 03302-1806 must be listed at the Certificate Holder on the document. Once obtained, if necessary, you may have your insurance provider fax the NH Department of Corrections a copy of the form. Faxes are to be sent to: (603) 271-5639, care of the Contract Administrator.
- ❑ **The Certificate of Insurance must provide the following:**
 - Shall designate the NH Department of Corrections as the Certificate Holder;
 - Shall designate the Certificate Holder’s address as: P.O. Box 1806, Concord, NH 03302;
 - Shall designate a ten (10) day written cancellation clause (if applicable);
 - Shall provide, for the life of the Contract, the minimum General Liability coverage to be no less than \$2,000,000.00 per each occurrence and \$2,000,000.00 general aggregate;
 - Shall provide proof and identify limits and expiration dates of General Liability, Workers’ Compensation coverage and Excess Umbrella Liability and Professional Liability (if applicable);
 - Shall designate your Organization’s name (to include d/b/a names if applicable) and address in the Insured section of the Certificate of Insurance document.

The remainder of this page is intentionally blank.

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SECTION B: Scope of Services, Exhibit A**1. Purpose:**

The New Hampshire Department of Corrections is seeking proposals for the provision of confinement and supervision for up to thirty-five (35) **In-State Incarceration of State-Sentenced Female Offenders** from the New Hampshire State Prison for Women.

2. Term of Contract:

A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning July 1, 2011 through June 30, 2013 with an option to renew for two (2) additional periods of up to one (1) year each subject to the approval by the Commissioner of the NH Department of Corrections and the Governor and Executive Council (G&C) of the State of New Hampshire.

3. Description of Services:

3.1. Placement of Offenders: The NH Department of Corrections shall attempt to avoid placing inmates with a Vendor who are scheduled for multiple court appearances in other jurisdictions or who are chronic care patients as screened by NH Department of Corrections medical staff.

3.2. Personal Items for Offenders: The NH Department of Corrections inmates shall receive the same clothing, food, bedding and personal hygiene items as provided to the Vendor inmates in the facility at no additional cost to the NH Department of Corrections inmates or to the NH Department of Corrections.

3.2.1. The following items will be authorized to transfer with the NH State inmates to and from the Vendor facility: sweatshirts, undergarments and sneakers. Inmates discharged to any NH Department of Corrections facility will retain these items. If the inmate is discharged to the community ALL State issued property will be returned to the NH Department of Corrections.

3.3. Commissary Services: The Vendor shall offer NH Department of Corrections inmates the same access to the commissary (canteen) as available to the Vendor inmates and the Vendor shall manage the NH Department of Corrections inmates' accounts while they are at the Vendor facility.

3.4. Medical and Dental Care Services:

3.4.1. NH Department of Corrections inmates in the Vendor facility shall have access to and be provided with medical and dental care in accordance with the procedures of the Vendor. Medical or dental services that cannot be provided within the Vendor facility shall be the financial responsibility of the NH Department of Corrections. The NH Department of Corrections shall not pay health care facilities and hospitals more than 110 percent (%) of the Medicare allowable rate for inpatient, outpatient, or emergency room care provided for prisoners in State and County correctional facilities. Healthcare facilities mean ambulatory and specialty-medical service centers licensed under RSA 151, and shall include but not be limited to surgical, rehabilitation, long term care clinics.

3.4.2. Emergency Medical Services: The Vendor shall notify the NH Department of Corrections, Medical Operations Administrator of all emergency medical services to be provided. Services shall occur at a hospital with which the NH Department of Corrections has an established contract or with a medical facility already under contract by the Vendor. The notification and preapproval process shall be established with the NH the Department of Corrections and the Vendor.

Vendor Initials: _____

- 3.4.2.1. Subsequent follow up medical care shall be preapproved by the NH Department of Corrections, Medical Operations Administrator.
- 3.4.2.2. The Vendor shall provide transportation when emergency medical services are needed.
- 3.4.2.3. The Vendor shall forward copies of all medical records (information) pertaining to an inmate's emergency medical service and any subsequent follow up care services to the NH Department of Corrections, Medical Operations Administrator.
- 3.4.3. Non-Emergency/Life-Threatening Services: All non-emergency/life-threatening scheduled medical care shall be preapproved by the NH Department of Corrections, Medical Operations Administrator. The preapproval process shall be established with the NH Department of Corrections and the Vendor.
 - 3.4.3.1. The Vendor shall forward copies of all medical records (information) pertaining to an inmate's non-emergency/life-threatening medical care service and any subsequent follow up care services to the NH Department of Corrections, Medical Operations Administrator.
 - 3.4.3.2. The Vendor shall provide transportation when emergency medical services are needed.
- 3.4.4. Dental Care Services: All routine and emergency dental care shall be the responsibility of the NH Department of Corrections to be performed on-site at the NH State Prison for Men (NHSP-M), Concord, NH.
 - 3.4.4.1. The Vendor shall notify the NH Department of Corrections, Medical Operations Administrator of required dental care services.
 - 3.4.4.2. Upon notification, the Medical Operations Administrator will coordinate transportation for the inmate from the Vendor facility to a New Hampshire Department Correctional facility and return transportation to the Vendor facility.
 - 3.4.4.3. The NH Department of Corrections shall provide transportation of the inmate to and from the Vendor facility for dental care services, only.
- 3.5. Pharmaceutical Administration: NH Department of Corrections' inmates shall arrive at the Vendor facility with a two-week supply of their prescribed medications. If additional prescriptions and/or refills of existing prescriptions are required, the Vendor shall provide the prescription, compute the cost of the medications and shall provide NH Department of Corrections with a separate itemized bill by inmate. The Vendor shall utilize the NH Department of Corrections formulary for medications unless otherwise medically indicated. All off-formulary medications will be noted on the monthly invoices for follow-up by our Chief Medical Officer.
- 3.6. Programs: NH Department of Corrections inmates shall participate in the programming delivered to all female inmates in accordance with the percentage of the female inmate population they represent. **The Vendor shall provide a full description of programs offered** and at a minimum shall include:
 - 3.6.1. Substance Abuse Services (SAS):
 - 3.6.1.1. Evidence based gender specific programs shall be delivered by a licensed Alcohol and Drug Counselor (LADC) or a LADC eligible individual.
 - 3.6.1.2. SAS shall include individual counseling, classroom work, and support groups.
 - 3.6.1.3. SAS shall be made available to NH Department of Corrections inmates at a minimum of once each week throughout the year.

Vendor Initials: _____

- 3.6.2. Mental Health Services:
 - 3.6.2.1. Throughout the duration of incarceration at the Vendor facility, a NH Department of Corrections inmate shall have access to a licensed mental health clinician who provides treatment to include but not limit to crisis management, coping skills and women's issues. Psychiatric staff will also be available for maintenance of their psychiatric issues and diagnostic clarification of new cases and management of existing psychiatric conditions upon referral from the Vendor's licensed mental health clinician.
- 3.6.3. Educational Services:
 - 3.6.3.1. NH Department of Corrections inmates shall be able to participate in GED and high school credit bearing classes provided by a Department of Education certified instructor on a weekly basis.
- 3.7. Vendor Rules and Policies: NH Department of Corrections inmates shall engage in programming, recreation and visitation in accordance with the rules and policies of the Vendor, notwithstanding 3.8.3.
 - 3.7.1. The Department of Corrections inmates shall be advised of, and shall adhere to, the rules and policies of the Vendor and shall be subject to the disciplinary processes and sanctions of the Vendor.
- 3.8. Work-Status Compensation:
 - 3.8.1. The Vendor shall allow NH Department of Corrections inmates' access to work and/or skill development opportunities in the Vendor facility and receive the same compensation rates available to other inmates. This compensation shall be included in the daily rate.
 - 3.8.2. All NH Department of Corrections inmates without a paying job will be paid \$1.00 a day, 5 days a week, by the Vendor.
 - 3.8.3. All NH Department of Corrections inmates will be considered employed for visitation purposes.
- 3.9. Searches: The Vendor shall ensure housing units where NH Department of Corrections female inmates shall always have at least one female staff member on duty at all times. Male staff shall not conduct clothed or unclothed searches of female inmates absent emergency circumstances as defined by the Vendor policy.
- 3.10. Prison Rape Elimination Act (PREA):
 - 3.10.1. The Vendor shall have standards consistent with the requirements of the Federal Prison Rape Elimination Act. The NH Department of Corrections shall be notified of any changes to these standards.
 - 3.10.2. A copy of the Vendor PREA standards that satisfy this requirement shall be made available to the NH Department of Corrections and updated by the Vendor when changes are made to the policy.
- 3.11. Transportation of Offender:
 - 3.11.1. Custody transport of an inmate to/from the Vendor facility from/to the NH Department of Corrections shall be the responsibility of the NH Department of Corrections.
 - 3.11.2. The Vendor shall be responsible for all other transportation, except for Dental Care Services, Section 3.4.4 and 3.11.1, above, at no additional charge to the inmate or to the NH Department of Corrections for any transportation required for the inmates while at the Vendor facility.
 - 3.11.3. Transport by the Vendor of a NH Department of Corrections inmate shall occur with at least one (1) Vendor female staff member present at all times.

Vendor Initials: _____

- 3.12. Classification Custody: NH Department of Corrections' inmates shall be housed at a classification custody level that most closely parallels the NH Department of Corrections classification system and shall be afforded the privileges in accordance with the NH Department of Corrections classification system. If these privileges are contrary to the procedures of the Vendor, the Vendor's procedures shall take precedence. NH Department of Corrections inmates shall not be housed in a reduced custody setting without the prior written approval of the NH Department of Corrections Classification Administrator or designee.
- 3.13. Inmate Representation: The NH Department of Corrections shall have NH Department of Corrections representative/personnel available to meet with the NH Department of Corrections inmates at the Vendor facility to facilitate release planning and to address concerns raised by the inmates. The NH Department of Corrections shall designate a liaison for the Vendor to contact to resolve questions and concerns regarding the NH Department of Corrections inmates at the Vendor facility and to monitor Contract requirements.

4. Location of Services:

- 4.1. The location requiring this service is marked with an X:

NH Department of Corrections Location Requiring this Service

☒ NH State Prison for Women 317 Mast Road, Goffstown, NH 03045

5. Average Projected Inmate Population: (NOT APPLICABLE)**6. General Service Provisions:**

- 6.1. NH Department of Corrections Contact: The Warden, NH State Prison for Women (NHSP-W), or designee shall contact the Vendor when service is needed.
- 6.2. Vendor Credentials: The Vendor shall furnish any valid professional licenses, certifications and/or qualifications required by law for the performance of the requested services of the Contract.
- 6.3. Rules and Regulations: The Vendor agrees to comply with all rules and regulations of the NH Department of Corrections.
- 6.4. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the Contract. This provision will require Governor and Executive Council approval.
- 6.5. Qualifications/Licenses and Credentials: The Vendor shall ensure that qualified professionals possess the required credentials, licenses and/or certificate required by law and regulations to provide the services required.
- 6.6. Change of Ownership: In the event that the Vendor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Vendor or its successors, or assigns for the full remaining term of the Contract, continuing under the Contract with the Vendor or its successors, or assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.
- 6.7. Vendor Designated Liaison: The Vendor shall designate a representative to act as a liaison between the Vendor and the NH Department of Corrections for the duration of the Contract. The Vendor shall notify the NH Department of Corrections of such named Liaison within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, address, telephone number, fax number and e-mail address of one (1) individual within its organization as a duly authorized

Vendor Initials: _____

- representative to whom all correspondence, official notices and requests related to the Vendor's performance under the Contract.
- 6.7.1. Any written notice to the Vendor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Vendor under this paragraph.
 - 6.7.2. The Vendor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
 - 6.7.3. Changes of the named Liaison by the Vendor must be made in writing and forwarded to: NH Department of Corrections, Warden, NHSP-W, 317 Mast Road, GoffstownConcord, NH 03045.
- 6.8. Vendor Liaisons Responsibilities: The representative shall be responsible for:
- 6.8.1. represent the Vendor on all matters pertaining to the Contract. Such a representative shall be authorized and empowered to represent the Vendor regarding all aspects of the Contract;
 - 6.8.2. monitor the Vendor's compliance with the terms of the Contract;
 - 6.8.3. receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract; and
 - 6.8.4. meet with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 6.9. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections Commissioner of Corrections, or designees, shall act as liaison between the Vendor and NH Department of Corrections for the duration of the Contract. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract and shall provide the Vendor with written notice of such change. NH Department of Corrections representative shall be responsible for:
- 6.9.1. represent NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent NH Department of Corrections regarding all aspects of the Contract subject to the New Hampshire Governor and Executive Council approval, where needed;
 - 6.9.2. monitor compliance with the terms of the Contract;
 - 6.9.3. respond to all inquiries and requests related to the Contract made by the Vendor, under the terms and in the time frames specified by the Contract;
 - 6.9.4. meet with the Vendor's representative on a periodic or as-needed basis and resolving issues which arise; and
 - 6.9.5. inform the Vendor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 6.10. Reporting Requirements: The Vendor shall provide reports as requested below:
- 6.10.1. the Vendor shall provide any and all reports as requested on an as needed basis according to a schedule and format to be determined by the NH Department of Corrections including but not limited to monthly summary of inmates served, medical and health, programming and educational services and work compensation provided by the Vendor;
 - 6.10.2. any information requested by the NH Department of Corrections; and

Vendor Initials: _____

- 6.10.3. review reports submitted by the Vendor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, NH Department of Corrections shall notify the Vendor and explain the deficiencies.
- 6.11. Performance Evaluation: NH Department of Corrections shall, at its sole discretion:
- 6.11.1. monitor and evaluate the Vendor's compliance with the terms of the Contract;
- 6.11.2. request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Vendor under the Contract.

7. Other Contract Provisions:

- 7.1. Modifications to the Contract: In the event of any dissatisfaction with the Vendor's performance, the NH Department of Corrections will inform the Vendor of any dissatisfaction and will include requirements for corrective action.
- 7.1.1. The Department of Corrections has the right to terminate the Contract, if the NH Department of Corrections determines that the Vendor is:
- not in compliance with the terms of the Contract, or; and
 - as otherwise permitted by law or as stipulated within this Contract.
- 7.2. Coordination of Efforts: The Vendor shall fully coordinate their activities in the performance of the Contract with those of the NH Department of Corrections. As the work of the Vendor progresses, advice and information on matters covered by the Contract shall be made available by the Vendor to NH Department of Corrections as requested by NH Department of Corrections throughout the effective period of the Contract.

8. Bankruptcy or Insolvency Proceeding Notification:

- 8.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Vendor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Vendor must notify the NH Department of Corrections immediately.
- 8.2. Upon learning of the actions herein identified, the NH Department of Corrections reserves the right at its sole discretion to either cancel the Contract in whole or in part, or, re-affirm the Contract in whole or in part.

9. Embodiment of the Contract:

- 9.1. The Contract between the NH Department of Corrections and the Vendor shall consist of:
- 9.1.1. the Request for Proposal (RFP) and any amendments thereto;
- 9.1.2. the proposal submitted by the Vendor in response to the RFP; and/or
- 9.1.3. a negotiated document (Contract) agreed to by and between the parties that is ratified by a "meeting of the minds" after careful consideration of all of the terms and conditions and that which is approved by the Commissioner of the NH Department of Corrections and the Governor and Executive Council of the State of New Hampshire.
- 9.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 9.1.3. shall govern.
- 9.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's Proposal and/or the result of a Contract.

Vendor Initials: _____

10. Cancellation of Contract:

- 10.1. The Department of Corrections may cancel the Contract at any time for breach of Contractual obligations by providing the Vendor with a written notice of such cancellation.
- 10.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.
- 10.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Vendor a written notice of such termination at least sixty (60) days prior to the effective termination date.
- 10.4. The NH Department of Corrections reserves the right to cancel the Contract for the convenience of the State with no penalties by giving the Vendor sixty (60) days notice of said cancellation.

11. Vendor Transition:

NH Department of Corrections, at its discretion, in any Contract resulting from this RFP, may require the Vendor to work cooperatively with any predecessor and/or successor Vendor to assure the orderly and uninterrupted transition from one Vendor to another.

12. Audit Requirement:

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of this Contract, providing they do not require any unreasonable hardship, which would normally affect the value of the Contract.

13. Additional Items/Locations:

Upon agreement of both parties additional equipment and/or other facilities may be added to the Contract. In the same respect, equipment and/or facilities listed as part of the provision of services of the Contract may be deleted as well.

14. Information:

- 14.1. In performing its obligations under the Contract, the Vendor may gain access to information of the inmates/patients, including confidential information. The Vendor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Vendor's performance under the Contract.
- 14.2. The Vendor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmate/patient that becomes available to the Vendor in connection with its performance under the Contract.
- 14.3. In the event of unauthorized use or disclosure of the inmates/patients information, the Vendor shall immediately notify the NH Department of Corrections.
- 14.4. All material developed or acquired by the Vendor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Vendor shall be released to the public without the prior written consent of NH Department of Corrections.

15. Special Notes:

- 15.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 15.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract.

Vendor Initials: _____

- 15.3 Locations per Contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Vendor.
- 15.4. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
 - 14.1. give the Contractor fourteen (14) days written notice of the proposed change; and
 - 14.2. secure the Contractor's written agreement to the proposed changes.
- 15.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.
- 15.6. Any change in the Contract including the Vendor responsibilities and NH Department of Corrections responsibilities described herein, whether by modification and or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representatives of the Vendor and the NH Department of Corrections approved by the Governor and Executive Council.

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SECTION C: Estimated Budget/Method of Payment, Exhibit B

The Vendor proposes to provide confinement and supervision for up to thirty-five (35) **In-State Incarceration of State-Sentenced Female Offenders** from the New Hampshire State Prison for Women for the New Hampshire Department of Corrections (NHDOC) in conformance with all terms and conditions of this RFP and the Vendor provides pricing information as an Attachment to this proposal for providing such products and services in accordance with the provisions and requirements specified in this RFP document.

The pricing information quoted by the Vendor as an attachment to this document represents the total price(s) for providing any and all service(s) according to the provisions and requirements of the RFP, which shall remain in effect through the end of this procurement process and throughout the contracting process until the Contract completion date as listed on the State Contract form P-37, version 1/09, section 1.7 - Completion Date.

AUTHORIZED SIGNATURE

DATE

NAME AND TITLE OF SIGNOR (Please Type)

THE VENDOR ASSUMES ALL RISKS THAT ACTUAL FUTURE FIGURES MAY VARY FROM POPULATION PRESENTED AS PART OF THIS RFP.

If the NH Department of Corrections determines it is in the best interest of the State, it may seek a “*BEST AND FINAL OFFER*” from Vendors submitting acceptable and/or potentially acceptable proposals. The “*BEST AND FINAL OFFER*” would provide a Vendor the opportunity to amend or change its original proposal to make it more acceptable to the State. NH Department of Corrections reserves the right to exercise this option.

Financial responsibility for preparation of proposals is the sole responsibility of the Vendor. The solicitation of the Request for Proposals shall not commit the NH Department of Corrections to award a Contract(s).

Financial commitment by the NH Department of Corrections will not occur until such time as the Governor and the Executive Council of the State of New Hampshire approve a Contract(s).

Vendor Initials: _____

SECTION C: Estimated Budget/Method of Payment, Exhibit B**1. Estimated Budget:**

1.1. Estimated Budget	NHDOC 11-04-GFADM
Name of Bidder:	_____

Bidder's Daily per Diem Rate per Offender	\$_____ (insert per diem rate here).
--	--------------------------------------

2. Method of Payment:

- 2.1. The NH Department of Corrections shall pay the daily rate for the first day of delivery of the inmate to the Vendor facility, but not the last day that the inmate is released back to the NH Department of Corrections custody.
- 2.2. It is understood that the total payments made by the NH Department of Corrections under this agreement shall not exceed the sum listed on the P-37, version 1/09, section 1.8 – Price Limitation.
- 2.3. The Contractor shall complete and submit an itemized monthly invoice by inmate for the per diem rate containing the following information:
 - 2.3.1. inmate name, ID number;
 - 2.3.2. dates of service(s) provided;
 - 2.3.3. per diem rate according to the contract,
 - 2.3.4. itemized invoice by inmate and dates or period of service provided (number of days per inmate multiplied by the daily per diem rate);
 - 2.3.5. total cost for all inmates.
- 2.4. Due dates for monthly invoices and monthly program reports shall be the 15th of the month following the month in which services are provided.
- 2.5. Invoices and any required reports shall be sent to the attention of Warden, NH State Prison for Women, 317 Mast Road, Goffstown, NH 03045. The Warden of the NH State Prison for Women shall be responsible for approving invoices for payment.
- 2.6. Once approved, the original invoice shall be sent to the Department's Bureau of Financial Services for processing and issuance of payment.
- 2.7. Within thirty (30) days of receipt of an approved invoice, the NH Department of Corrections, Bureau of Financial Services, shall reimburse the Contractor the amount of the Contractor's approved invoice.
- 2.8. The NH Department of Corrections may make adjustments of the payment amount and/or suspension of payments if the following occur: The program reports are not submitted in accordance with the instructions established by the NH Department of Corrections or the invoice is incorrect.
- 2.9. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618W.

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Section D: Special Provisions, Exhibit C

1. Special Provisions:

- 1.1. There are no additional provisions set forth in this Exhibit, Special Provisions, to be incorporated as part of this Contract.

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Vendor Initials: _____

Section E: Letter of Intent

<p align="center">RSVP: LETTER OF INTENT TO BID</p> <p align="center">TO CONTRACT WITH THE NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS</p> <p align="center">DIVISION OF ADMINISTRATION</p>
--

Required Letters of Intent to bid must be received at the NH Department of Corrections by the deadline below:

Check	Description	Deadline
<input type="checkbox"/>	Letter of Intent to bid	March 11, 2011 by 10:00AM, EST

Letters of Intent can be faxed to 603-271-5639 and/or e-mailed to: jlind@nhdoc.state.nh.us

To: NH Department of Corrections
Division of Administration
Contract and Grant Administrator
P.O. Box 1806
Concord, NH 03302

Re: Letter of Intent to Bid for RFP NHDOC 11-04-GFADM

APPLICANT INFORMATION

<i>Legal Name of Agency:</i>	
<i>Officer Authorized to Sign a Contract:</i>	
<i>Street Address:</i>	
<i>City, State and Zip Code:</i>	
<i>Telephone:</i>	
<i>Fax:</i>	
<i>E-mail address:</i>	
<i>Contact Person and Title:</i>	

I understand that proposals are due by 2:00 PM, EST on 4/8/2011 and will not be accepted after that time.

(to be signed by contact person listed above).

Please indicate below the RFP Number, RFP Name and Location of Service(s) for which your agency intends to submit a proposal(s) for:

RFP Number:	RFP Name:	Location for Services
		NH State Prison for Women

Vendor Initials: _____

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